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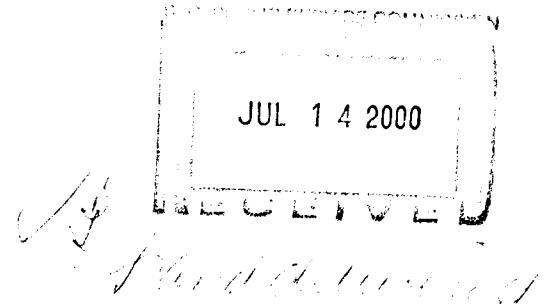
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July 14, 2000

Gary E. Walsh
Executive Director
South Carolina Public Service Commission
Koger Executive Center
101 Executive Center Drive
Columbia, South Carolina 29210



**Re: Wireless Interconnection and Compensation Agreement
Between Rock Hill Telephone Company and Sprint Spectrum
L.P.**

Dear Mr. Walsh:

Enclosed for filing please find three (3) hard copies and one (1) electronic copy (Microsoft Word '97) of the Wireless Interconnection and Compensation Agreement between Rock Hill Telephone Company and Sprint Spectrum, L.P. This agreement is being submitted for the Commission's approval pursuant to 47 U.S.C. § 252(e).

Please clock in a copy and return it with our courier.

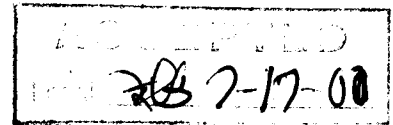
Thank you for your assistance.

Very truly yours,

Margaret M. Fox
Margaret M. Fox

Enclosures

cc: Matthew L. Dosch
Doug Puckett



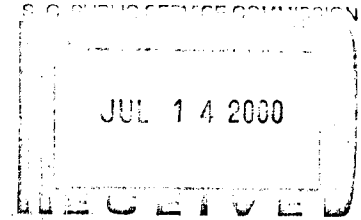
WIRELESS INTERCONNECTION AND COMPENSATION AGREEMENT

BETWEEN

ROCK HILL TELEPHONE COMPANY

AND

SPRINT SPECTRUM L.P. § 2.01



I. Article I

1. INTRODUCTION

This Interconnection and Compensation Agreement ("Agreement"), is made effective as of June 1, 2000, by and between Rock Hill Telephone Company ("Rock Hill") with offices at 330 East Black Street, Rock Hill, South Carolina 29730, and Sprint Spectrum L.P., a Delaware limited partnership, as agent for SprintCom, Inc., a Kansas corporation, d/b/a Sprint PCS, with offices at 4900 Main, Kansas City, Missouri 64112 ("SPCS").

2. RECITALS

WHEREAS, SPCS is a Commercial Mobile Radio Service ("CMRS") provider licensed by the FCC; and

WHEREAS, Rock Hill is an incumbent Local Exchange Carrier ("LEC") in the state of South Carolina; and

WHEREAS, the Parties exchange calls between their networks and wish to establish Interconnection and Compensation arrangements for exchanging traffic as specified below.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rock Hill and SPCS hereby agree as follows:

II. Article II

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0.

- 1.1. “Act” means the Communications Act of 1934, as amended and from time to time interpreted by the duly authorized rules and regulations of the FCC or the Commission as authorized by the FCC.
- 1.2. “Affiliate” is as defined in the Act.
- 1.3. “Central Office Switch” means a switch used to provide Telecommunications Services, including but not limited to:
 - (a) “End Office Switch” is a switch in which subscriber station loops are terminated for the purpose of interconnection to each other and to trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an end office switch.
 - (b) “Remote End Office Switch” is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling transmission, and related functions would reside in a host office. Local switching capabilities may be resident in a remote end office switch.
 - (c) “Host Office Switch” is a switch with centralized control over the functions of one or more remote end office switches. A host office switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.
 - (d) “Tandem Office Switch” is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from host or end offices to and from an interexchange carrier. A tandem office switch can provide host office or end office switching functions as well as the tandem functions.
 - (e) A “Mobile Switching Center” or “MSC is a switching facility that is an essential element of the CMRS network which performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

- 1.4. “Commercial Mobile Radio Services” or “CMRS” means Commercial Mobile Radio Services as defined in 47 C.F.R. Part 20.
- 1.5. “Commission” means the South Carolina Public Service Commission.

- 1.6. "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System Seven ("SS7").
- 1.7. "DS1" is a digital signal rate of 1.544 Mbps (Megabits Per Second).
- 1.8. "DS3" is a digital signal rate of 44.736 Mbps.
- 1.9. "FCC" means the Federal Communications Commission.
- 1.10. "Interconnection" for purposes of this Agreement is the linking of the SPCS and Rock Hill networks for the exchange of Telecommunications traffic described in this Agreement.
- 1.11. "Interconnection Facilities" are those Rock Hill Company facilities between the Rock Hill central office switch and the SPCS Mobile Switching Center (MSC).
- 1.12. "Interexchange Carrier" or "IXC" means a certified carrier that provides, directly or indirectly, interLATA service or intraLATA toll traffic.
- 1.13. "InterLATA Service" means telecommunications between a point located in a Local Access and Transport Area and a point located outside such area.
- 1.14. "Local Access and Transport Area" or "LATA" is as defined in the Act.
- 1.15. "Local Service Area" means, for SPCS, Major Trading Area Number 6 (Charlotte, Greensboro, Greenville, Raleigh) and for Rock Hill, its local calling area as of the date of this Agreement contained in Rock Hill's Subscriber Services Tariff.
- 1.16. "Local Telecommunications Traffic" is defined for purposes of determining compensation under this Agreement as telecommunications traffic that (a) originates on the network of one Party, (b) may transit a third party LEC's network pursuant to an agreement between the originating Party and the transiting LEC, and (c) terminates on the network of the other Party within the same MTA. For purposes of determining the originating and terminating points, at the beginning of the call, the origination and termination point for Rock Hill shall be the end office serving the calling or called party, and for SPCS shall be the originating or terminating cell site location which services the calling or called party at the beginning of the call.

- 1.17. “Local Exchange Carrier” or “LEC” is as defined in the Act.
- 1.18. “Major Trading Area” or “MTA” means Major Trading Area as defined by the FCC in 47 C.F.R. Part 24.
- 1.19. “NPA” or the “Number Plan Area” also referred to as an “area code” refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed to (i.e., NPA/NXX-XXXX).
- 1.20. “NXX” means a three digit code valid within an area code which appears as the first three digits of a seven digit telephone number with the exception of the special 500, 600, 700, 800, 900 codes and other similar special codes in common usage.
- 1.21. “Party” means either Rock Hill or SPCS, and “Parties” means Rock Hill and SPCS.
- 1.22. “Point of Interconnection” or “POI” is any technically feasible point of demarcation where the exchange of traffic between two carriers takes place.
- 1.23. “Point of Presence” is a physical location where SPCS’ network is interconnected with Rock Hill’s network for determining shared facilities.
- 1.24. “Rate Center” means the specific geographic point and corresponding geographic area that are associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of telecommunications services.
- 1.25. “Reciprocal Compensation” means an arrangement between the two carriers in which each receives compensation from the other carrier for the transport and termination on each carrier’s network of Local Telecommunications Traffic, as defined in Section 1.16 above, that originated on the network facilities of the other carrier.
- 1.26. “Telecommunications” is as defined in the Act.
- 1.27. “Telecommunications Carrier” is as defined in the Act.
- 1.28. “Termination” means the switching of Local Telecommunications Traffic at the terminating carrier’s end office switch, or equivalent facility, and delivery of such traffic to the called party’s premises.

- 1.29. “Transiting Traffic” is traffic that originates from one provider’s network, “transits” one or more other provider’s network substantially unchanged, and terminates to yet another provider’s network.
- 1.30. “Transport” means the transmission and any necessary tandem switching of Local Telecommunications Traffic subject to Section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier’s end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.
- 1.31. “Type 2 Interconnection” is often referred to as a trunk side connection and involved interconnection between SPCS’ Point of Interconnection and Rock Hill end office (Type 2B) or tandem (Type 2A).

2. INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including SPCS’, Rock Hill’s or other third party offerings, guides or practices), statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3. SCOPE

- 3.1. This Agreement sets forth the terms, conditions, and prices under which the Parties agree to interconnect the CMRS network of SPCS and the LEC network of Rock Hill for purpose of exchanging Local Service Area Traffic, provided that customer of SPCS is a two-way CMRS customer and receives mobile service on a wireless, mobile basis as described in 47 U.S.C. §153(27).
- 3.2. The Parties agree that all Local Service Area Traffic shall be exchanged via the facilities described in Section 4.1. In the event of catastrophic situations (i.e., a failure in the network), other facilities may be used by the Parties to exchange Local Service Area Traffic under this Agreement, including limited third party LEC networks between the Parties.
- 3.3. Nothing in this Agreement shall prohibit SPCS from enlarging its system through management contracts with third parties for the construction and operation of a wireless network under the SPCS brand name. Traffic

originating and terminating on such extended networks shall be treated as SPCS' traffic under the terms and conditions of this Agreement.

4. SERVICE AGREEMENT

Description of Arrangement. This Agreement provides for the following interconnections and arrangements between the networks of Rock Hill and SPCS. Additional arrangements that may be agreed to in the future will be delineated in Attachment C to this Agreement. Type 2A interconnection and arrangements are based on SPCS' NPA/NXX's with rate center designation of Rock Hill, as listed in the LERG for operating company number ("OCN") "6664" or "8570", in the State of South Carolina.

4.1. Type 2A Interconnection at Rock Hill: A two-way trunk group is provisioned between Rock Hill Telephone Company's Rock Hill access tandem and SPCS' network Point of Interconnection in Rock Hill exchange. This trunk group is provisioned in connection with SPCS' NPA/NXX(s) rate centered at Rock Hill exchange. The delivery of Local Telecommunications Traffic between Parties shall be reciprocal and compensation for Local Telecommunications Traffic shall be mutual according to the provisions of this Agreement.

4.1.1 Landline to Wireless:

- (a) Calls from Rock Hill customers in Rock Hill exchange and Rock Hill's customers with Local Service Area to Rock Hill exchange to SPCS' customers served by NPA/NXX(s) rate centered at Rock Hill exchange shall be routed to the Rock Hill access tandem and delivered via the two-way direct trunk group to SPCS.
- (b) All other landline to wireless calls shall be routed in accordance with the Telcordia's Local Exchange Routing Guide ("LERG") instructions.

4.1.2 Wireless to Landline:

- (a) Calls from SPCS' customers served by NPA/NXX(s) in the Charlotte, Greensboro, Greenville, Raleigh MTA Number 6, or customers of another CMRS provider that has entered into roaming arrangement with SPCS, while roaming in SPCS' coverage area in the Charlotte, Greensboro, Greenville, Raleigh MTA Number 6, to Rock Hill's customers shall be routed from SPCS' network via the two-way direct trunk group to the Rock Hill access tandem for termination by Rock Hill to its customers, as appropriate.
- (b) All other wireless to landline calls shall be routed in accordance with Telcordia's Traffic Routing Administration instructions.

- 4.1.3 Indirect Traffic to Rock Hill: To the extent that SPCS and BellSouth, or SPCS and another LEC, have entered into or may enter into contractual arrangements for the delivery of SPCS traffic to Rock Hill for termination to Rock Hill's customers (i.e., traffic that is not covered elsewhere in this Agreement), Rock Hill will accept this traffic subject to the compensation arrangement as outlined in Attachment I to this Agreement.
- 4.1.4 Transiting Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks only. Traffic originated by a Party and delivered to the other Party for termination to the network of a non-party Telecommunications Carrier ("Non-party Carrier") may be delivered only with the consent of such Non-party Carrier or pursuant to Commission directive. If a Non-party Carrier objects to the delivery of such traffic, then either Party to this Agreement may request direction from the Commission. If a Non-party Carrier consents, then the Party performing such transiting function will bill the other Party the transiting rate, as specified in Appendix A to this Agreement. In order for Non-party Carrier to bill the other Party for charges it is obligated to pay the Non-Party Carrier, the Party performing the transiting function must provide total minutes of transiting traffic terminating to the Non-party Carrier. SPCS shall not perform a transiting function pursuant to this Agreement.

5. FACILITIES

- 5.1. Standard of Interconnection Facilities: The Parties agree to interconnect trunks at a minimum DS1 level to exchange Local Service Area Traffic on a bi-directional basis using two-way trunk groups between the Parties' networks. All interconnecting facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. All two-way trunk facilities will be engineered to a P.01 grade of service. (The technical reference for DS-1 facilities is Telcordia TR-NWT-000499. The technical reference for trunking facilities is Telcordia TR-NPL-000145.)
- 5.2 General Responsibilities of the Parties:
- 5.2.1 Each Party shall construct, equip, maintain and operate its network in accordance with good engineering practices for telecommunications services and in compliance with all applicable rules and regulations, as amended from time-to-time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein. Where appropriate and consistent with

industry practices, each Party shall provide the other Party, at no charge, equipment space and electrical power at the POI necessary for the other Party to provide services under this Agreement. Where appropriate and consistent with industry practices and upon reasonable notice, each Party shall make the necessary arrangements to assure the other Party access to the point of physical interconnection for testing, maintenance, repairing and removing facilities.

5.2.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange outing Guide ("LERG") instructions to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

5.2.3. Signaling: Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available and deployed by each Party. SS7 connectivity will be provided in accordance with the technical specifications of accepted industry practice and standards.

6. COMPENSATION ARRANGEMENTS

6.1. Traffic Subject to Reciprocal Compensation

Reciprocal Compensation is applicable for Transport and Termination of Local Telecommunications Traffic as defined in Section 1.16. For the purposes of billing compensation for the interchange of Local Service Area Traffic, billed minutes will be based upon actual usage recordings. Measured usage begins when the terminating recording switch receives answer supervision from the terminating switch serving the called end user and ends when the terminating recording switch serving the called end user sends or receives a release message supervision, whichever occurs first. The measured usage is aggregated and rounded to a whole minute. Billing for Local Telecommunications Traffic shall be based on the aggregated measured usage recorded as local less traffic recorded as local that is Non-Local. Except as otherwise defined in this Agreement, Non-local Traffic is traffic that is recorded as local based on the rate center designation of the originating and terminating NPA/NXX in one MTA, but the traffic has in fact terminated in another MTA. The rate for Reciprocal Compensation is specified in Appendix A to this Agreement.

6.2. Traffic Not Subject to Reciprocal Compensation

Parties agree that traffic rated and recorded as Local Telecommunications Traffic, may indeed be non-local. Recognizing that Rock Hill has no way

of measuring the Non-Local traffic, and also recognizing that SPCS does not currently track the usage information required to identify the total Non-Local traffic originated or terminated by Rock Hill, both Parties agree to use default percentages InterMTA factor representing the non-Local traffic in either direction. The actual recorded usage shall be the basis for billing, when available and verifiable.

a) **Traffic Subject to Terminating Compensation**

Terminating Access is applicable to all Non-Local Traffic originated on SPCS' network and delivered to Rock Hill for termination to its customers. SPCS shall compensate Rock Hill at Rock Hill's interstate access rates for all Non-Local Traffic originated on SPCS' network and terminated to Rock Hill.

b) **Traffic Subject to Originating Compensation**

Originating Access is applicable to all Non-Local Traffic originated on Rock Hill's network and delivered to SPCS over the direct two-way connection. SPCS shall compensate Rock Hill at Rock Hill's interstate access rates for all Non-Local Traffic terminated to SPCS' network.

6.3. **Traffic Subject to Transiting Compensation**

Transiting Compensation is applicable to traffic originated on SPCS' network, routed to Rock Hill over the direct trunk group for delivery to a Non-party carrier. The rate for Transiting Compensation is specified in Appendix B to this Agreement.

6.4. **Interconnection Facility Charges**

Should SPCS obtain network interconnection facilities via a special access service arrangement from Rock Hill, as described in Section 4.1 of this Agreement, the charges shall be determined by Rock Hill's applicable interstate tariff for such facilities. Where these facilities are used for two-way traffic, the applicable recurring charges (if any) will be reduced by an agreed upon percentage representing the estimated or actual percentage of traffic terminated on the network of the party purchasing the 'shared' facilities. This percentage is referred to as the Land to Mobile Traffic Factor in Appendix A to this Agreement. The Parties agree to review this percentage on a periodic basis and, if warranted by the actual usage, revise the percentages appropriately but no more than once every six (6) months.

7. JOINTLY PROVIDED SWITCHED ACCESS

Should SPCS desire to route IXC traffic originated on SPCS' network to Rock Hill for delivery to a pre-subscribed IXC of SPCS' choice, SPCS must order separate Equal Access Trunks into the Rock Hill access tandem in order to provide jointly provided switched access services through Rock Hill's network.

Equal Access Trunks shall be used solely for the transmission and routing of Switched Access and shall not be used by either Party for any other purpose.

When the Parties jointly provide switched access services to an interexchange carrier ("IXC"), the Parties will establish industry standard Meet Point access arrangements to support the exchange of traffic with the IXC. Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document, MECAB-006, issue 6, February, 1998, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge.

If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in a MPB arrangement in order to comply with MPB Notification process as outline in the MECAB document. Each Party shall implement the Multiple Bill alternative implementation option 1 wherein each Party bills the IXC for its portion of the jointly provided switched access services.

8. NOTICE OF CHANGES

If a Party makes a change in its network which it reasonably believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

9. GENERAL RESPONSIBILITIES OF THE PARTIES

- 9.1 The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both Rock Hill and SPCS shall use commercially reasonable efforts to comply with the Implementation Schedule.
- 9.2 The Parties shall exchange technical descriptions and forecasts of their originating traffic in sufficient detail necessary to establish the interconnections required to assure traffic termination. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".
- 9.3 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and to

terminate the traffic it receives in that mutually acceptable format to the proper address on its network. Such facility shall be designed based upon the description provided under Section 5.0 above. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Security Emergency Preparedness (NSEP) Telecommunications Service Priority (TSP) System, as outlined in Appendix A to Part 64 of the FCC Rules.

- 9.4 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 9.5 Each Party is solely responsible for the services it provides to its customers, and to other Telecommunications Carriers.
- 9.6 Each Party is responsible for administering NXX codes assigned to it.
- 9.7 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identifier ("CLLI") codes assigned to its switches.
- 9.8 Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide all required information to Telcordia or its successor for maintaining the LERG in a timely manner. Both Parties agree to use the Rate Centers published in the LERG for all NPA-NXX codes.
- 9.9 Each party shall be responsible for programming and updating their separate networks to recognize and route traffic to valid NXX codes including those assigned to the other Party. Neither Party shall impose any fees or charges on the other Party for such activities. At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage of bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

10. DISPUTE RESOLUTION

Except for recourse that may be available to either Party before the FCC or State Commission, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except as otherwise stated in the preceding sentence, and except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

10.1 Informal Resolution

At the written request of a Party, each Party will appoint knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purpose of settlement, exempt from discovery and production, which shall not be admissible in arbitration or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

10.2 Formal Resolution

If negotiations fail to produce an agreeable resolution within ninety (90) days of a written request, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration.

11. EFFECTIVE DATE, TERM, AND TERMINATION

11.1 Subject to the provisions of Section 15 of this agreement, the initial term of the agreement shall be for one year "Term" which shall automatically renew for one year periods, unless, not less than sixty (60) days prior to the end of the term, either Party notifies the other Party in writing of its intent to terminate this agreement.

11.2 Disputed Amounts. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to disputed amounts. If the dispute is resolved such that payment is required, the Non-Paying Party shall pay the disputed amounts with interest at the rate of one and one-half percent (1-1/2%) per month.

11.3 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) Each Party shall comply immediately with its obligations set forth above;
- (b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
- (c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

12. CANCELLATION CHARGES

Except as provided herein, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

13. INDEMNIFICATION

13.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- (a) Damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors; and
- (b) Claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and
- (c) Claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees shall be liable to the other for Consequential Damages (as defined in Section 14.3).

13.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

13.2.1 In the event the Indemnifying Party, in a reasonable time following notice, does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense.

13.2.2 In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

13.2.3 The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

14. LIMITATION OF LIABILITY

14.1. No liability shall attach to either Party, its officers, directors, parents, subsidiaries, affiliates, partners, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities under this Agreement) in the absence of gross negligence or willful misconduct.

14.2. Neither Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except for gross negligence or willful misconduct.

14.3. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue

or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

15. REGULATORY APPROVAL

This Agreement will be submitted to the Commission, and the Parties will specifically request that the Commission to approve the terms and conditions of this Agreement as submitted. The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

16. JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

The rates and terms of interconnection, service arrangements and compensation incorporated into this Agreement are subject to revision based on the outcome of any judicial and administrative decisions.

17. MISCELLANEOUS

17.1. Authorization

17.1.1 Rock Hill is a corporation duly organized, validly existing and in good standing under the laws of the State of South Carolina and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

17.1.2 Sprint Spectrum L.P. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has a full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

17.2. Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

17.3. Independent Contractors. Neither this Agreement, nor any actions taken by Rock Hill or SPCS, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between SPCS and Rock Hill, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by Rock Hill or SPCS in compliance with this Agreement, shall create a contractual,

agency, or any other type of relationship or third party liability between Rock Hill and SPCS end users or others.

- 17.4. Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions (collectively, a Force Majeure Event"). If any force majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the force majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

17.5. Confidentiality

- 17.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. The following information shall be deemed Confidential Information, whether or not marked as such: orders for services, usage information in any form, and Customer Proprietary network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and /or Proprietary Information"). Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other

purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 17.5.2.

Notwithstanding the foregoing, preorders and all orders for services placed by SPCS pursuant to this Agreement, and information that would constitute customer proprietary network information of SPCS end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to SPCS end users, whether disclosed by SPCS to Rock Hill or otherwise acquired by Rock Hill in the course of its performance under this Agreement, and where Rock Hill is the NANP Number Plan Administrator, SPCS information submitted to Rock Hill in connection with such responsibilities shall be deemed Confidential Information of SPCS for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

17.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with Section 17.5.1 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

17.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

- 17.6. Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of South Carolina without reference to conflict of law provisions.
- 17.7. Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.
- 17.8. Assignability. Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity without consent or by providing any notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.
- 17.9. Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

17.18 Most Favorable Provisions. Rock Hill will provide SPCS with "Most Favorable Provisions" treatment, pursuant to Section 252(i) of the Telecommunications Act of 1996, relative to reciprocal compensation agreements that Rock Hill may enter into with other CMRS providers.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

SPRINT SPECTRUM L.P

ROCK HILL TELEPHONE COMPANY

By: Keith Paglusch

By: E. L. Barnes

Printed: KEITH PAGLUSCH

Printed: E. L. Barnes

Title: SR. V.P. OPERATIONS

Title: Executive Vice President

Date: 6-26-00

Date: July 7, 2000

APPENDIX A

DESIGNATION OF POINT OF INTERCONNECTION FOR EXCHANGE OF LOCAL TELECOMMUNICATIONS TRAFFIC

This Appendix specifies the physical interconnection point between Sprint Spectrum L.P. ("SPCS") and Rock Hill Telephone Company ("Rock Hill") for the exchange of Local Telecommunications Traffic between the CMRS network of SPCS and the local exchange carrier ("LEC") network of Rock Hill as specified in the WIRELESS INTERCONNECTION AND COMPENSATION AGREEMENT between Rock Hill and SPCS, dated June 1, 2000.

SPCS and Rock Hill agree to establish a Point of Interconnection ("POI") for the exchange of Local Telecommunications Traffic covered by this Agreement. SPCS and Rock Hill agree to connect 2-way type 2 trunks to provide two-way trunking between the Parties' networks at a junction point located at 330 East Black Street, Rock Hill, South Carolina. With respect to this POI, the Parties agree to provide (either directly or through a third party) transport and termination facilities from the POI to points in their respective networks for the purpose of terminating Local Communications Traffic as specified in this Agreement.

1. Traffic Factors:

Land-to-Mobile	.28
Mobile-to-Land	.72

2. InterMTA Factor: .02

The InterMTA factor will be applied to the Minutes of Use originated by SPCS to determine Minutes of Use subject to originating access billing by Rock Hill until verifiable records can be obtained determining the Minutes Of Use that were recorded as local, but were actually terminated outside the MTA.

APPENDIX B
COMPENSATION RATE
FOR TRANSPORT AND TERMINATION OF LOCAL
TELECOMMUNICATIONS TRAFFIC

This Appendix specifies the compensation rate for the transport and termination of Local Telecommunications Traffic according to the WIRELESS INTERCONNECTION AND COMPENSATION AGREEMENT between Rock Hill Telephone Company ("Rock Hill") and Sprint Spectrum L.P. ("SPCS") dated June 1, 2000. Sprint and Rock Hill will charge each other the same rate per terminated minutes of use for Local Telecommunications Traffic delivered by one Party to the other Party's network over the facilities specified in this Agreement. The single, per-terminated minutes of use charge will compensate each Party for the cost of transporting, terminating, any tandem switching and the provision of any other facilities used in transporting and terminating Local Telecommunications Traffic under this Agreement, except as otherwise specified below.

COMBINED TRANSPORT AND TERMINATION RATE:

1. Charge per terminated minute of use for Local Telecommunications Traffic covered by this Agreement \$0.023
2. Transit per terminated minute of use for Local Telecommunications Traffic covered by this Agreement \$0.0016